Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings $\Rightarrow \Rightarrow \Rightarrow \forall$ RECORDATION FORM COVER SHEET TRADEMARKS ONLY V U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office		
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(les): Thermal Dynamics Corporation Individual(s) Association General Partnership Limited Partnership X Corporation-State Delaware Other Additional name(s) of conveying party(ies) attached? Yes X No 3. Nature of conveyance: Assignment Merger X Security Agreement Change of Name Other	2. Name and address of receiving party(ies) Name: Deutsche Bank Trust InternalCompany Americas (in its Address: capacity as Collateral Agent) Street Address: 280 Park Avenue City: New York State: NY Zip: 10017 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State X Other New York Banking Corporation If assignee is not domiciled in the United States, a domestic	
Execution Date: May 23, 2003 4. Application number(s) or registration number(s): A. Trademark Application No.(s) See Attached List	representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(a) & address(es) attached? Yes No B. Trademark Registration No.(s) See Attached List	
Additional number(s) attached X Yes No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Christine F. Benton Internal Address: Clifford Chance US LLP	7. Total fee (37 CFR 3.41)	
Street Address: 200 Park Avenue City: New York State: NY Zip: 10166	8. Deposit account number: 18-1843	
DO NOT USE	THIS SPACE	
9. Signature. Christine F. Benton Name of Person Signing Total number of pages including cover	mature Date	

Mail documents to be recorded with required cover sheet Information to: Commissioner of Patent & Trademarke, Box Assignments Washington, D.C. 20231

U.S. FEDERAL TRADEMARKS IN THE NAME OF THERMAL DYNAMICS CORPORATION		
Mark	Reg. No.	<u>App. No.</u>
ATC		78-158742
CUTSKILL	2350680	
(Design only)		78-170393
(Design only)		78-171236
DRAG-GUN	2322300	
DUAL-FLOW (Stylized)	818670	
ECONO-PAK	2106672	
GST	2297411	
HERCULES	2309699	
MAXIMIZER	2201991	
MAXIMUM LIFE	2194177	
MERLIN MERLIN	1764303	
		78-143523
1TORCH	1301356	
PAK PAKASTER (and	1870389	
PAK MASTER (and	1070303	
Design)		78-161408
RPT	1860261	
	1800201	78-143532
SL30		78-143541
SL60		78-143551
SL100	2258410	
SMARTSTART	1726644	-
SMART TORCH	1720011	78-195459
STAK PAK	1742174	
STAK PAK	2573392	
SURELOK	1623456	
TD (and Design)	1927993	
TD (and Design) THE PLASMA CUITING	1721773	78-161428
REVOLUTION HAS		·
BEGUN HAS		
THERMAL DYNAMICS	1316659	
1 = -	1010003	
(and Design) TOTAL GAS		78-161434
MANAGEMENT		
	2388995	
WMS		<u> </u>

TRADEMARK **REEL: 002664 FRAME: 0285**

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 23, 2003, by THERMAL DYNAMICS CORPORATION, a Delaware corporation (the "Grantor"), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, in its capacity as Collateral Agent, for the benefit of itself and the New Term Lenders (the "Agreement").

WHEREAS, the Grantor (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section l(c) or l(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1-A, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "PTO") (collectively, the "Trademarks"); and

WHEREAS, pursuant to the Credit Agreement, the Grantor has entered into that certain Security Agreement, dated as of May 23, 2003 (as the same may be amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement", the terms defined therein and not otherwise defined herein being used herein as therein defined) in favor of the Collateral Agent, for the benefit of itself and the New Term Lenders; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to Collateral Agent, for the benefit of itself and the New Term Lenders, a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the PTO or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by the Grantor, and all reissues, extensions or renewals thereof, all Trademark Licenses and all proceeds of all of the foregoing, including, without limitation, any claims by the Grantor against third parties for infringement thereof (the "Collateral"), to secure the payment and performance of the Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further confirm, and put on the public record, its grant to the Collateral Agent, for the benefit of itself and the New Term Lenders, of a security interest in and mortgage on the Collateral to secure the prompt payment and performance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent, for the benefit of itself and the New Term Lenders, with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Security Agreement; the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Collateral Agent's address is Deutsche Bank Trust Company Americas Corporate Trust & Agency Services - MS NYC03-0912, 280 Park Avenue, New York, NY 10017.

REEL: 002664 FRAME: 0286

IN WITNESS WHEREOF, the parties hereto duly executed or caused this Supplement to the Security Agreement to be duly executed as of [- - + The date first written above

THERMAL DYNAMICS CORPORATION

Title:

James H. Tate Senior Vice President

DEUTSCHE BANK TRUST COMPANY AMERICAS

Name: Title:

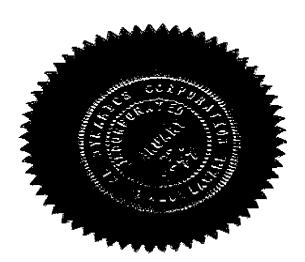
ICHARD L. BUSKWALTER VICE PRESIDENT

> TRADEMARK REEL: 002664 FRAME: 0287

STATE OF HEWAL

COUNTY OF MEYOR) James H. Tate On this 22nd day of May, 2003 before me personally appeared me known, who, being by me duly sworn, did depose and say that he/she resides at 17605 Casigners Dr. , Chesterfield, Mo 63005 and that he/she is Senior Vice Project of the Grantor; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed pursuant to authority of the Board of Directors of said corporation and that he/she signed his/her name thereto in his/her capacity as an authorized

PATRICIA PETERSON Notary Public, State of New York No. 01PE4978514 Qualified in New York County Commission Expires Merch 4, 2007



RECORDED: 06/05/2003

officer of said corporation pursuant to such authority.



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